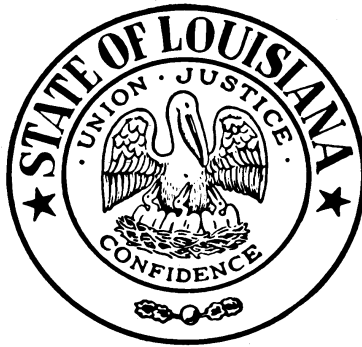


REQUEST FOR PROPOSALS

**For
TRACKER SERVICES**



RFP #: 3000015612

Proposal Due Date/Time: OCTOBER 1, 2020 AT 2 PM

**State of Louisiana
Office of Juvenile Justice**

August 19, 2020

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REQUEST FOR PROPOSAL FOR

Tracker

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (herein referral to as YS or the State) for the purpose of obtaining competitive proposals from qualified Proposers who are interested in providing tracker services for youth who are under the supervision of Youth Services (YS). One or more contractors may be utilized to provide Tracker services in each Region; therefore, YS intends to award multiple contracts throughout the State.

The Proposer shall include the areas of the state in which the Proposer will provide services. The Proposer can include different regions in the same cost proposal as long as the cost is uniform. If cost differs from region to region, a separate cost proposal must be submitted for each region.

Tracker Services will be utilized by YS throughout the eleven (11) regions of the State of Louisiana:

Region 1

- New Orleans Metro - 2150 Westbank Expressway, Harvey, LA
- Orleans, Jefferson, Plaquemines, and St. Bernard

Region 2

- Baton Rouge Metro - 660 N Foster Drive, Baton Rouge, LA
- East Baton Rouge, East Feliciana, Iberville, West Baton Rouge, Pointe Coupee, and West Feliciana

Region 3

- Hammond - 42381 Deluxe Plaza, Hammond, LA 70403
- Livingston, St. Helena, St. Tammany, Tangipahoa, and Washington

Region 4

- Thibodaux - 1077 Highway 3185, Thibodaux, LA
- Ascension, Assumption, Lafourche, St. Charles, St. James, St. John the Baptist, and Terrebonne

Region 5

- Lafayette – 130 Chappuis Drive, Lafayette, LA
- Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin, St. Mary, and Vermilion

Region 6

- Lake Charles - 807 West Bayou Pines Drive, Lake Charles, LA
- Allen, Beauregard, Calcasieu, Cameron, and Jefferson Davis

Region 7

- Alexandria - 1510 Lee St, Alexandria, LA 71301
- Avoyelles, Catahoula, Concordia, Grant, LaSalle, Rapides, Vernon, Winn

Region 8

- Shreveport - 1525 Fairfield Ave, Shreveport, LA
- Bienville, Bossier, Caddo, Claiborne, Jackson, and Webster

Region 8B

- Natchitoches - 109 Industrial Dr, Natchitoches, LA
- Desoto, Natchitoches, Red River, and Sabine

Region 9

- Monroe - 1907 Washington St. Monroe, LA 71207
- Caldwell, Lincoln, Morehouse, Ouachita, and Union

Region 9B

- Tallulah - 508 East Bayou Drive, Tallulah, LA
- East Carroll, Franklin, Madison, Richland, Tensas, and West Carroll

The purpose of this RFP is to provide funding for local programs designed to serve moderate to high risk youth in the community in order to reduce recidivism and supplement YS in the supervision of adjudicated youth in the community. Proposers are encouraged to examine local data from previous years gathered by local law enforcement in order to understand the profiles of youth who were under the supervision or in the custody of OJJ before considering program design.

There is considerable evidence to demonstrate that assessing each youth's risk of re-arrest can help with classifying youth for both appropriate levels/types of programming, as well as, the necessary intensiveness of services; therefore, contractors will have the benefit of accessing a summary of a standardized risk assessment (provided by OJJ) to aid in the decision-making process.

1.2 Background

The Office of Juvenile Justice is a cabinet-level agency whose head, the Deputy Secretary, reports directly to the Governor of Louisiana.

Our official title is Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (DPSC/YS/OJJ).

Under the direction of the Deputy Secretary, the Office of Juvenile Justice (OJJ) has policy oversight and support responsibilities for state programs for youth who are adjudicated delinquent, as well as any youth and their families ruled in need of services by courts of juvenile jurisdiction, including FINS - Families in Need of Services. OJJ is responsible for youth assigned to the Agency's care by the court system, either for supervision or for custody in residential placement, or secure care. OJJ also provides services to youth under local court supervision. OJJ staff supports the Administrative Remedy Procedure disciplinary appeal process for juveniles and

performs quality assurance activities for the juvenile facilities.

OJJ administers six (6) programs: Administration, three (3) regional secure care centers, Field Operations, Contract Services, Auxiliary and Louisiana Housing for Juvenile Offenders.

OJJ operates three (3) 24-hour secure facilities for males: Swanson Center for Youth in Monroe; its satellite facility, Swanson Center for Youth at Columbia; and Bridge City Center for Youth in Bridge City, near New Orleans. Secure care for girls is provided through a contract with Ware Youth Center in Coushatta, Red River Parish.

Through prevention and diversion programs, OJJ also serves youth in the community who are not involved in OJJ system. The Community Services program provides probation and parole supervision, and coordinates both residential and non-residential treatment services for delinquent youth, as well as status offenders and their families. Regional offices are located in Alexandria, Baton Rouge, Hammond, Lafayette, Lake Charles, Monroe, Natchitoches, New Orleans, Shreveport, Tallulah and Thibodaux.

OJJ services include:

- Evaluation and diagnostic services for youth adjudicated delinquent and children of families adjudicated in need of services (FINS).
- Alternative services to out-of-home placement for youth adjudicated delinquent and children of families adjudicated in need of services, and placed in the custody or supervision of OJJ.
- Treatment services in secure care facilities for youth adjudicated delinquent and placed in the custody of OJJ and who, as determined by the court and/or the agency, require this restrictive level of care and custody.
- Probation, parole, and other programs of supervision for youth adjudicated delinquent and youth in families adjudicated in need of services.
- Community services directed at prevention of juvenile delinquency, intake screening, and diversion as deemed appropriate by OJJ.
- The agency participates in programs for the purchase of care and treatment of youth taken into custody under the provisions of the Children's Code, pending adjudication, disposition, placement, or any or all of the above.

Mission

YS protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.

Vision

YS is a quality system of care, which embraces partnerships with families, communities and stakeholders to assist youth in redirecting their lives toward responsible citizenship.

We Believe

- All youth are unique, valuable individuals who are worthy of respect and kindness.
- All youth are capable of learning and making healthy decisions.
- All youth should have a safe environment in which to live, grow and learn.

We Value

- The commitment, expertise and professionalism of our staff.
- The continued safety and care of the youth and the public of Louisiana.
- The families, the community, and other partnerships that instill productive and positive changes in our youth.

1.3 Goals and Objectives

Goals:

- To provide for the safety and well-being of the youth, program staff and community.
- To provide services aimed at promoting social and emotional adjustment, enhancing life skills and independent living skills; and eliminating destructive behavioral patterns.
- To provide services, when appropriate, to the youth's family or guardian in order to facilitate the successful reintegration of the youth into the community.
- To facilitate appropriate aftercare planning and services directed at reintegration.

Part II details the scope of services and deliverables or desired results that the State requires of the selected Contractor(s).

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about **April 1, 2021** and is anticipated to end on **March 31, 2024**. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

Agency	Specifically, Youth Services. Generally, any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Contractor	Any person having a contract with a governmental body; the selected proposer.

Criminogenic Risk Factors	Risk factors correlated with criminal conduct. For example, antisocial/pro-criminal attitudes, values and beliefs, pro-criminal peers and isolation from pro-social others, temperamental and antisocial personality patterns, history of antisocial behavior, family factors, low educational or financial achievement, low levels in pro-social leisure activities, abuse of alcohol or drugs
Crisis	Any situation that places a client at risk of violating probation or physical/emotional harm, such as, criminal behavior, arrest, family abuse, neglect, or runaway.
Day	12:01 a.m. to 12:00 p.m.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
Evidence Based Practice	Best Practice that has been tested on a control group in an academic setting to determine scientifically the practice's ability to produce positive outcomes.
Individual Treatment/Intervention Plan (ITP/IIP)	An individualized plan for each youth describing the intervention used to address specific need area.
Home Placement	Placement of a youth in the home of a parent or guardian. For the purposes of the Tracker program, Home Placement will include youth in the custody and/or under the supervision of OJJ who are living at home but are at high risk of being placed out of the home; or those released from a residential programs and returning to their homes in the community.
Monitor/Program Specialist	An agency employee assigned to review program effectiveness, compliance with contract provision and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed.
Multidisciplinary Team(MDT)	A group of individuals from diverse disciplines who provide comprehensive assessment and consultation and assist in identifying the goals of the Individual Treatment/Intervention Plan. The MDT should include facility, community providers, mental health professionals, educators, Agency staff, youth and family members.
OSP	Office of State Procurement

Outcomes	The desired impact and effectiveness of the services on the client must be measurable and observable.
Program Slots	Contract designation for the approved number of youth who can be assigned to a program at any one time.
Proposal	A response to an RFP.
Proposer	A firm or individual who responds to an RFP.
Provider	An individual or organization providing services to Youth Services, through a duly executed contractual agreement. The terms "Contractor," "facility" and "program" are also used to mean "provider".
Region	An organizational subdivision of Youth Services with a defined geographical location.
Responsivity Factors	The learning style and characteristics of youth which can affect their engagement in treatment.
RFP	A request for proposals.
Shall, Must or Will	Denotes mandatory language, a requirement that must be met without alteration.
Should, Can or May	Denotes desirable a desirable action.
Standard Operating Procedures (SOP)	Youth Services has posted its Standard Operating Procedure for All Contract Providers as https://oji.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf . Additional definitions can be found in the SOP documents.
State	The State of Louisiana.
Structured Assessment of Violence Risk in Youth (SAVRY)	An evidence-based assessment designed to assist professionals in making judgments about a youth's needs for case planning. This assessment comprises 24 risk/need items which were identified in existing research (SAVRY: Bartel, Borum and Forth, 2000) on adolescent development, delinquency and aggression in youth. Six protective factors are included in the SAVRY which have also been identified by current research as potentially mitigating the risk of future violence and delinquent activity. The SAVRY utilizes a structured, professional judgment method of assessment, meaning the YS Employee completing the assessment rates the youth on a number of evidence-based risk factors and then weighs all the information to come to a final judgment that the youth is Low, Moderate or High risk for future violence and/or general reoffending.

Youth	A young person adjudicated delinquent or Families in Need of Services (FINS) and placed in custody or under the supervision of Youth Services.
YS	Youth Services

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	August 19, 2020
Deadline for receipt for written inquiries	September 2, 2020 @ 2:00 PM CST
Deadline to answer written inquiries	September 16, 2020
Deadline for receipt of proposals	October 1, 2020 @ 2:00 PM CST
All proposals shall remain sealed until the date and time listed.	
Notice of Intent to award announcement, and 14-day protest period begins on or about	To be scheduled
Contract execution	To be scheduled

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

The proposal must be received either electronically or in hard copy printed version on or before the date and time specified in the Schedule of Events, according to the following instructions.

1.7.1 Electronic Proposal Submission

The proposal must be uploaded to <https://stateofla.app.box.com/f/4c5c737ac1f24d40b4d6a676637cd43b> before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of electronic proposal delivery. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit:

<https://www.doa.la.gov/osp/PC/agencies/UploadingRFPproposal-viaBoxSubmissionLink.pdf>.

1.7.2 Hard Copy Proposal Submission

The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to: Marvel Adams, Office of Juvenile Justice, 7919 Independence Blvd, State Police Bldg. 1st Floor, Baton Rouge, LA 70806, 225-287-7900.

For courier delivery, the street address is 7919 Independence Blvd, State Police Bldg., 1st Floor, and the telephone number is 225-287-7900. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS of Monday through Friday, 8:00 AM and 2:00 PM.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

- The proposer must provide evidence that it has adequate financial resources to operate for ninety (90) calendar days as demonstrated by an audited financial statement for the past two (2) years prepared by a Certified Public Accountant. The proposal shall include an independent audit for the State Fiscal Year 2018 and 2019; however, if the FY 2019 audit has not been completed at the time the proposal is submitted, the FY 2018 audit shall be submitted along with a certified statement from the Proposers Certified Public Accounting (CPA) firm verifying that the FY 2019 audit shall be completed stating the projected date of its completion. A compiled financial statement is unacceptable.

The proposer shall also divulge any bankruptcies and the particulars thereof (include a credit report, if applicable).

Financial resources will be measured as follows:

Current Assets-Current Liabilities = no less than 25% of the annual operating cost of the program proposal submitted.

1.8.2 Desirable Qualifications:

NOT APPLICABLE

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including: Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Further, if governed by a board, the proposer should list the names and contact information of Board of Directors and provide a copy of the Board's Resolution (**see Attachment IV for sample**)

granting the person or agent sign the Proposal or Contract on behalf of the Organization.
The proposer should include a letter of Tax Exempt Status, if applicable.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposal should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
 - Define its functional approach in providing the services.
 - Define its functional approach in identifying the tasks necessary to meet requirements.
 - Describe the approach to Project Management and Quality Assurance.
 - Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
 - Present innovative concepts for consideration.
 - Describe the method of internal quality assurance and program evaluation, including performance measures utilized, specific measurement tools, specific details of how and how often survey data will be compiled and used, specific, frequency of measurement, and how the quarterly report will be compiled.
- A plan to make prompt contact with a family upon receipt of the referral for Tracker services from YS. The Selected Proposer will be expected to make the initial contact with the youth and family within twenty-four (24) hours of referral with a prompt meeting thereafter to begin the admission process.
 - An explanation of the process by which the Proposer plans to develop the Individual Intervention/Treatment Plan (IIP). How will needs be identified? How will the Proposer address the identified needs? Who will participate in the development of the IIP? What is the process for updating the IIP? How will the Tracker utilize the IIP to provide services to the youth?
 - The engagement process that will be utilized with all referrals and how resistant/unengaged families will be addressed.
 - A description of work to be accomplished with youth during the following periods:
 - a. Probation
 - b. Reentry
 - c. Post re-entry

- A description of the work to be accomplished to assist families in identifying and resolving issues that contribute to problem behaviors.
- Plans for provision of Tracker services in the home and community.
- Plans for communication with the assigned juvenile probation and parole officer.
- Describe any anticipated barriers expected in working with youth, families and community providers and how you will overcome those barriers.
- Plans for varied contact time with the youth spent in their homes, schools, and places of employment.

1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. A list of staff requirements may be found in Section 2 of the SOP for Contract Providers located at <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf>

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Staff Requirements:

All program employees, mentors, volunteers, interns, and contract providers with access to youth must undergo criminal and State Central Registry background checks prior to employment with the Successful Proposer. OJJ is not responsible for any costs associated with these background checks.

Proposer should provide a description of staff orientation programs and any in-service training that will be used to support the contracted services.

The proposer should include the following information:

- Describe staffing patterns, including administrative and programmatic, and demonstrate that there is sufficient staff to deliver the proposed programs.
- Describe staff orientation and in-service training for proposed program

- Organizational chart
- Resume or position description for program director
- Job descriptions for Case Manager and Tracker

The following positions, listed below, are mandatory:

Program Director - An individual who is responsible for the overall management of the program. This individual shall be directly involved in the hiring and training of program staff and the direct supervision of case managers and trackers which includes providing regular staff meetings and observation of case managers and trackers.

This individual must hold a bachelor's degree and/or advanced degree, preferably in one of the helping professions (e.g. social work, criminal justice, psychology, education, family counseling, recreational therapy, etc.).

Case Manager - An individual to whom the youth is assigned at admission. The case manager assists the youth with his/her Individualized Service Plan (ISP), assesses needs of the youth and maintains his/her case record, presents the case in staffings, communicates with appropriate individuals regarding the youth, and prepares written communications including discharge reports.

Individuals providing this function shall possess, at minimum, a bachelor's degree from a fully accredited college or university in the social sciences or related field.

Tracker/Direct Care Staff - An individual responsible for providing daily surveillance and supervision of assigned youth. This individual shall be at least age 20, and have a high school diploma or its equivalent, and at least two years post-high school employment experience working with youth in a treatment setting.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://www.wcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.9.8 Cost Proposal

Proposers shall provide a per diem rate for each youth proposed to be served which shall be inclusive of all reimbursable expenses. Proposers shall utilize Attachment VI to provide the number of slots proposed, as well as, to propose the per diem rate. The Proposer shall also include the areas of the state in which the Proposer will be able to provide services. The Proposer can include different regions in the same cost proposal as long as the cost is uniform. If cost differs from region to region, a separate cost proposal must be submitted for each region. An OJJ regional map may be found on the OJJ website at <https://ojj.la.gov/about-ojj/administrativefunctions/regional-offices/>.

Proposers shall also provide a three (3) year Program Budget indicating how expenses are allocated. Proposers shall utilize Attachment VII (budget and budget narrative with itemized listing of all expenses or fees), to provide this information, with as much detail as possible. Youth Services will review the reasonableness of the budget information provided to support the per diem rate. The budget information should fully support the per diem presented. The budget should also reflect adequate resources and staff to provide the services proposed without overinflating or under bidding the amount required to fully operate the program.

1.9.9 Certification Statement

The Proposer must sign and submit **Attachment I**, the Certification Statement.

1.9.10 Outsourcing of Key Internal Controls

Not applicable for this solicitation.

1.10 Number of Copies of Proposals

For **electronic proposal submission**, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

For **hard copy (printed) proposal submission**, the State requests that three (3) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following for **electronic proposal submissions**:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: RFP# 3000015612 Tracker, Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP# 3000015612 Tracker, Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: RFP# 3000015612 Tracker, Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- One (1) Original (clearly marked "Original") and three (3) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and three (3) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this

paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Agency.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP coordinator listed below.

Name: Marvel Adams, RFP Coordinator
E-mail: Marvel.Adams@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date and time specified in the Schedule of Events at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and www.oji.la.gov.

Only Marvel Adams, or her designee, has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is

considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req.

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.15 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due.

To withdraw an **electronically submitted proposal**, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/4c5c737ac1f24d40b4d6a676637cd43b>

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.18 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and

in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Part III Evaluation, except that the cost score, will remain unchanged. If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria in section Part III Evaluation. The cost score will remain unchanged. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.26 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, **Attachment II**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors

1.32.1 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability Insurance

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.33 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.34 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages
 - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
 - b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.35 Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.36 Verification of Coverage

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip

Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.37 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.38 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

1.39 Indemnification/Hold Harmless Agreement

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear

all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

1.34 Payment

The Contractor shall bill YS at the rate of _____ per youth up to # of youth per day for total # of days. This rate is inclusive of all reimbursable expenses. The Contractor shall only invoice YS for the actual number of youth in the program.

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on the provided YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under the contract or in quantum merit. If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall pay the full per-diem rate for the day of admission, but no per diem will be paid for the day of discharge. YS shall not be responsible for the cost of services that are not included in the per diem unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for youth in excess of the daily slot limit stated in the contract, unless specific written authorization for a daily slot limit overage is granted by the Contract Performance Coordinator.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the Contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.36 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Office of Juvenile Justice, Division of Administration, or others so designated by the DOA, shall have the option to

audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.39 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.40 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.41 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.42 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.43 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.46 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is

subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Tracker services sought are intended to meet the needs of youth in different levels of the continuum of care to include youth who are on court ordered probation supervision, and youth who are on parole supervision and transition from out-of-home custody placements. The community-based Tracker Program will be utilized by YS to provide supplemental supervision/monitoring support to these youths.

The contractor should expect to admit clients who are between the ages of 10 and 21 and have been identified as moderate to high risk for criminal behavior. Contractor staff will conduct one-on-one in-home meetings with clientele and their families on a daily basis, including weekends. During these interactions, contractor staff will be expected to conduct behavioral monitoring in accordance with a regularly updated case plan. Additionally, the contractor will consult with the parent/guardian of the youth for confirmation of the observed behaviors.

The contractor will conduct regular meetings with the youth and parent/guardian to address behavior problems and provide guidance and support to mitigate the negative effects of delinquent behavior.

The Tracker program is an integral to the mission of the Office of Juvenile Justice. It allows the agency to provide individualized services to youth while creating an environment that encourages youth to remain compliant with the conditions of supervision and remain in the home. The Tracker program has been important to the Mission and Vision of YS for more than ten (10) years.

The approximate number of treatment slots/units of service is **175 slots statewide**, <https://ojj.la.gov/about-ojj/administrative-functions/regional-offices/> as follows:

67 slots in the Southeastern Service Area:

Region 1 referred to as New Orleans **20**,
Region 2 referred to as Baton Rouge **20**,
Region 3 referred to as Hammond **15** and
Region 4 referred to as Thibodaux **12**;

55 slots in the Central/Southwestern Service Area:

Region 5 referred to as Lafayette **12**,
Region 6 referred to as Lake Charles **10**,
Region 7 referred to as Alexandria **21** and
Region 8B referred to as Natchitoches **12**;

53 slots in the Northern Service Area:

Region 8A referred to as Shreveport **27**,
Region 9A referred to as Monroe **18** and
Region 9B referred to as Tallulah **8**.

2.2 Task and Services

Contractor shall provide the following non-negotiable services:

- Acknowledge receipt of referral from YS within twenty-four (24) hours
- Orientation within twenty-four (24) hours of referral receipt
- Provide youth orientation within twenty-four (24) hours of referral acceptance
- Develop and provide ongoing reassessment of an Individual Treatment/Implementation Plan (ITP/IIP)
 - ITP/IIP to be developed by the Contractor with participation of the full MDT
 - ITP/IIP development and modification shall be discussed at least monthly during staffings based upon each youth's documented progress.
 - Include specific steps to involve parents or guardians
- Demonstrate its ability to measure performance on a regular basis
- Make face-to-face contact with youth at least once per day and vary times of contact.
- Make contact with the parent(s)/guardian(s) at least once per day.
- Verify curfew compliance through daily telephone contact (this is in addition to the required face-to-face contact).
- Consulting with parents on a daily basis to confirm compliance with conditions set forth by the probation officer and court.
- Make weekly contact with the youth's school to ensure compliance and note any behavior issues. Those youth who have completed school will be encouraged by the Contractor to find work.
- Immediately notify the probation officer of any crisis (i.e., arrest, family abuse, neglect, runaway, etc.)
- Submit case plan updates to the probation officer according to plan developed with OJJ.
- Complete monthly status reports to the probation officer.
- Have the willingness and ability to adjust level of tracker services to the needs of the youth at the discretion of the probation officer.
- Administer satisfaction surveys to the family upon discharge and annually (survey data is reported to YS)
- Provide weekly progress reports to the probation officer
- Provide quarterly progress reports to the probation officer
- Administer Texas Christian University Behavior Thinking Scales assessment upon admission and discharge <http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/>)
- Administer Ansel-Casey Life Skills assessment upon admission and discharge (www.caseylifeskills.org).
- Comply with the Standard Operating Procedures for Contract Providers as established, and revised, by YS <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard->

Referred youth will typically have one or more of the following risk factors:

- History of violence
- History of non-violent offending
- Early initiation of violence
- Past supervision/intervention failures
- History of self-harm or suicide attempts
- Exposure to violence in the home
- Childhood history of maltreatment
- Parent/caregiver criminality
- Early caregiver disruption
- Poor school achievement
- Peer delinquency
- Peer rejection
- Stress and poor coping
- Poor parental management
- Lack of personal/social support
- Community disorganization
- Negative attitudes
- Risk taking/impulsivity
- Substance use difficulties
- Anger management problems
- Low empathy/remorse
- Attention deficit/hyperactivity difficulties
- Poor compliance with rules (parent/guardian, school, community)
- Low interest/commitment to school

Contractor shall provide the following documentation.:

- A plan to make prompt contact with a family upon receipt of the referral for Tracker services from YS. The Contractor will be expected to make the initial contact with the youth and family within twenty-four (24) hours of referral with a prompt meeting thereafter to begin the admission process.
- An explanation of the process by which the Contractor plans to develop the Individual Intervention/Treatment Plan (IIP). How will needs be identified? How will the Contractor address the identified needs? Who will participate in the development of the IIP? What is the process for updating the IIP? How will the Tracker utilize the IIP to provide services to the youth?
- The engagement process that will be utilized with all referrals and how resistant/unengaged families will be addressed.
- A description of work to be accomplished with youth during the following periods:

Probation Reentry

Post re-entry

- A description of the work to be accomplished to assist families in identifying and resolving issues that contribute to problem behaviors.
- Plans for provision of Tracker services in the home and community.
- Plans for communication with the assigned juvenile probation and parole officer.
- Describe any anticipated barriers expected in working with youth, families and community providers and how you will overcome those barriers.
- Plans for varied contact time with the youth spent in their homes, schools, and places of employment.

2.3 Deliverables

The Contractor shall collaborate with YS to provide, at a minimum, the following direct services to program youth and their families:

SERVICE PROVIDED	STAFF POSITION PROVIDING SERVICE	FREQUENCY
Youth Orientation	Staff	Within 24 hours of admission
Development of Individualized Intervention Plan (IIP)/individualized treatment plan (ITP)	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Within 14 calendar days of admission
Review & Modification of ITP/IIP	Staff	Monthly review; revision as needed
IITP/IIP update/Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Minimum every 90 calendar days
<u>Incident Reports</u>	<u>Staff</u>	Verbal report given to PPO or Duty Officer within 1 hour of Program Staff being notified; Written report submitted within 24 hours
Face-to-face contact (contact times shall be varied; youth should not be contacted at the same time each day)	Staff	Minimum once daily contact (contact times shall be varied; youth should not be contacted

		at the same time each day)
Telephone contact with youth and family	Staff	Minimum once daily; to verify curfew; more if indicated by ITP/IIP
In-person School contact	Staff	Minimum once per week in addition to daily contact
Verification of youth's whereabouts	Staff	Once daily
Texas Christian University (TCU) Behavior Thinking Scales assessment (http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/)	Staff	At admission and upon discharge
Ansel-Casey Life Skills assessment (www.caseylifeskills.org)	Staff	At admission and upon discharge
Professional Development Training	Staff, YS	Annually and when offered by YS
Satisfaction Surveys	Youth, families, staff	Upon discharge and annually
<u>Weekly</u> Provider Status Report	Provider Staff	Weekly contact with the PO to discuss the youth's progress; written documentation to verify
Quarterly Progress Report	Youth, Multidisciplinary Team	Quarterly

Services listed above shall not be changed without amendment.

Unauthorized deviations from this plan or the OJJ SOP for Contract Providers <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf> will constitute a breach of contract.

2.4 Technical Requirements

Not applicable to this RFP.

2.5 Project Requirements

Contractors shall employ staff to provide direct services to youth and supervisory staff to ensure the delivery of services. Documentation of all deliverables is mandatory. Case records shall be maintained for all youth served according to the guidelines in Section 3 of the SOP for Contract Providers located at <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf>. Materials for the case records shall be provided by the Contractor.

Contractor must conduct ongoing internal quality assurance and performance evaluation. The quality assurance must include regular use of client satisfaction or other surveys of youth, their families, the community and victims if they have voluntarily agreed to participate. Surveys of staff concerning the safe and effective operation of the program should also be a part of the quality improvement effort.

Contractors with Youth Services will be required to submit a monthly report on a format provided by OJJ by the 10th of each month.

YS may require more frequent reporting, for a minimum of three (3) months, following initial start-up of a new program. In situations where the department has determined that the safety, security, or order of a program is at risk, more frequent, detailed reporting may be required as well.

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<i>CRITERIA</i>	<i>MAXIMUM SCORE</i>
<p>1. Company Background and Experience</p> <ul style="list-style-type: none"> • The proposer demonstrates experience in working on projects similar in size, scope and function; clients' references demonstrate satisfactory performance • The proposer has access to essential support services (administrative, fiscal, staff development). • The proposer describes staff orientation programs and in-service training for proposed programs • Any subcontractors to be used have experience providing the contracted services • The organizational chart demonstrates appropriate management, supervisory, and staff positions 	20
<p>2. Approach and Methodology</p> <ul style="list-style-type: none"> • The Proposer demonstrated knowledge and understanding of the scope of work. • The Proposer demonstrates the knowledge of all services to be performed. • The program approach is described adequately and specifically addresses the needs of the population to be served • Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables. 	23

<ul style="list-style-type: none"> • The program demonstrates an ability to achieve all specified outcomes for each scope of service • Proposal includes an internal performance monitoring and program evaluation system to track the specified outcomes in each scope of services. • The proposal should demonstrate how it will supplement existing programs in the community and contribute to the development of the local continuum of care. 	
3. Proposed Staff Qualifications <ul style="list-style-type: none"> • Proposal includes sufficient number of staff to deliver the proposed services. • Qualifications of staff are adequately described and are appropriate • Job descriptions for all staff are included and clearly outline the responsibilities. 	20
4. Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> • Up to 10 points available for Hudson-certified Proposers; • Up to 12 points available for Veteran-certified Proposers; • If no Veteran-certified Proposers, those two points are not awarded. <p>See Section 3.2 for more details</p>	12
5. Cost	25
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/PC \times 25)$$

Where: CCS = Computed cost score (points) for proposer being evaluated
LPC = Lowest proposed total cost of all proposers
PC = Total cost of proposer being evaluated

Youth Services will review the reasonableness of the budget information provided to support the per diem rate. The budget information should fully support the per diem presented. The budget should also reflect adequate resources and staff to provide the services proposed without overinflating or under bidding the amount required to fully operate the program.

The total cost will be calculated by multiplying the number of proposed slots/units by the proposed per diem rate. The total cost is for evaluation purposes only. Contractor will be paid per the proposed or the negotiated lower per diem rate.

3.2 *Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation*

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART IV: PERFORMANCE STANDARDS

4.1 Performance Measures

The Contractor must track information for the performance measures listed below. The following information shall be reported monthly in accordance with the OJJ Standard Operating Procedure in a format provided by YS.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of families, YS staff and counselor/social workers who participate in developing the Individualized Intervention/Treatment Plan as evidenced by signature of participants.
3. Number and percent of youth who have family participation in working toward Individualized Intervention/Treatment Plan goals.
4. Number and percent of youth who demonstrate progress toward goals set forth in the Individualized Intervention/Treatment Plan as evidenced by the quarterly progress report.
5. Number and percent of youth and families who report benefiting from the program as evidenced by post release/annual satisfaction surveys.
6. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansel-Casey Life Skills Assessment Instrument (Available free at www.caseylifeskills.org).
7. Number and percent of Staff who participate in professional development trainings.
8. Number and percent of youth who demonstrate an increased skill/grade level as evidenced by pre/post testing.

4.2 Outcome Measures

The contractor must track information for the outcome measures listed below. The following information shall be reported monthly in accordance with the OJJ Standard Operating Procedures:

1. Number and percent of youth who demonstrate increased knowledge of pro-social behaviors/attitudes as evidenced by pre and post testing utilizing the TCU – Criminal Thinking Scales (free online at <http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/>).
2. Number and percent of youth who did not receive a new adjudication while enrolled the program.
3. Number and percent of youth served who do not reenter the Juvenile Justice System for six (6), twelve (12), and eighteen (18) months after completion of program (tracked by YS).
4. Number and percent that entered the custody of YS while enrolled in the program (tracked by YS).
5. Number and percent of youth who transferred to a more restrictive setting prior to program completion (tracked by YS).
6. Number and percent of youth transferred to a similar setting prior to program completion (tracked by YS).

The Program's performance and outcome measures must be reported to the regional program specialist/contract monitor by the 10th of each month following the date of service in a format provided by OJJ.

OJJ may require more frequent reporting, for a minimum of three (3) months, following initial start-up of a new program. In situations where the Agency has determined that the safety, security, or order of a program is at risk, more frequent, detailed reporting may be required as well.

4.3 Monitoring Plan:

The assigned Regional Program Specialist is the Contract Performance Coordinator for any contract resulting from this RFP Solicitation and is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance. The Regional Program Specialist will be primarily responsible for the day-to-day contact with the Contractor.

Performance will be continuously monitored for compliance and measured against the requirements contained in the contract, and all other applicable standard in accordance with YS Policies. The assigned Regional Program Specialist/Contract Monitor will conduct regular site visits, including assessments of contract performance and compliance in accordance with the program risk rating.

The assigned contract monitor shall verbally notify the provider of any deficiencies noted in the contract monitoring tool prior to leaving the program, and follow-up in writing within ten (10) working days of the verbal notification. Notification shall include a deadline to address deficiencies and the date of the follow-up site visit.

If the provider fails to adequately address the noted deficiencies within the allotted timeframe, the assigned contract monitor shall notify the Community Based Services (CBS) Program Manager, and advise the provider to submit a written plan of action within five (5) working days.

The CBS Program Manager shall report continued non-compliance to the Undersecretary and General Counsel to determine the appropriate sanction, as outlined in the Standard Operating Procedures for Contract Providers, YS policy A.4.2., and may include removal of youth and termination of the contract.

Sanctions may be imposed on any provider who fails to adhere to any provision of the Standard Operating Procedure (SOP), either intentionally or through negligence. These sanctions shall be issued by YS/OJJ Deputy Secretary and General Counsel, and shall not exceed three percent (3%) of the gross monthly billing. One sanction may be levied for each individual violation.

These sanctions are intended to create a positive change of compliance to the SOP and contract and are not intended to cause any negative or detrimental effect on the services available to youth.

Continued sanctions may jeopardize the future of the provider's contract with YS/OJJ. Sanctions may include, but are not limited to:

- Reducing the number of youth assigned to the facility
- Monetary sanctions (reduction of monthly payment)
- Moratorium on placements
- Termination of Contract

4.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name:

B. E-mail Address:

C. Facsimile Number with area code: ()

D. US Mail Address:

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential

subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Authorized
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State

Zip:

:

ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of _____, 20____, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

*[Complete a Concise Description of Services to be provided or Attach Statement of Work]
Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the contractor composed from RFP and Proposers Proposal. May be included in an attachment if detail is lengthy.*

1.1.1 GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.1.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

1.1.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

1.1.6 SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

This contract is not effective until approved by the Director of the Office of State Procurement in accordance with La. R.S. 39:1595 – 1595.1 if applicable.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

Contractor's seven-digit LDR account number is _____.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all

taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ *[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4.0 TERMINATION

4.1 TERMINATION OF THE CONTRACT FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION & LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.0 CONTRACT CONTROVERSIES

Any dispute that is not resolved by agreement between the Contractor and the Contract Performance Coordinator shall be decided by the Deputy Undersecretary or his/her designee through informal dispute resolution. The Contractor shall be furnished a copy of the final decision of Deputy Undersecretary or his/her designee. Within thirty (30) days from the date of mailing of the decision, the Contractor may submit a written Request for Review to the Deputy Secretary. The Contractor shall be afforded the opportunity to be heard and present evidence in support of his Request for Review. The final decision of the Deputy Secretary or his designee concludes YS' review of the dispute.

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

7.0 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9.0 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11.0 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13.0 CIVIL RIGHTS COMPLIANCE

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14.0 INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

14.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

14.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

14.3 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- c. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- d. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- e. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- f. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- g. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- h. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

14.4 ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

14.5 VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

14.6 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

14.7 WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

14.8 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims

15.0 GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17.0 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such validity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

18.0 INDEPENDENT ASSURANCES

Not applicable to this RFP

19.0 RECORD OWNERSHIP

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

20.1 CONFIDENTIALITY/RECORDS

Contractor agrees to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S.

15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information is the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

20.2 NATIONALLY RECOGNIZED PERFORMANCE BASED STANDARDS

Where standards or accreditation are available, contractor must comply with nationally recognized performance based standards or with the accrediting bodies. If such compliance or accreditation has not been obtained prior to the signing of the contract, Contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving accreditation, the Contractor must continue to conform to the standards for the term of the contract.

20.3 ACCESS TO FACILITY

YS staff shall have access to youth on or off the Contractor's premises at any time. YS officials or their designees may access and inspect the Contractor's premises at any time. Access and inspection includes, but is not limited to, youth, staff, the entire facility, and all books and records related to the operation of the facility.

20.4 LICENSES, CERTIFICATES, INSPECTIONS

Contractor is required to comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and must demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) days after renewal. Loss of license will result in penalties equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

20.5 STAFF VACANCIES

All staff vacancies shall be filled as soon as possible but no later than thirty (30) days after the vacancy occurs. Vacancies exceeding the time as established by this clause shall subject the Contractor to penalties in an amount equal to the salaries of the vacant positions for the number of vacant days. Vacancies of professional staff shall not be considered filled unless the incumbent possesses all requisite qualifications as stated in this contract and in YS policy.

20.6 ADDITIONAL PROGRAM REQUIREMENTS

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Social Services, Office of Community Services, and the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq.*

Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

21.0 STANDARD PROVISIONS

Contractor shall not assign any interest in the contract by assignment, transfer or novation, without the prior written consent of YS. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to YS.

Contractor agrees that the Legislative Auditor of the State of Louisiana and/or the office of the Governor, Division of Administration auditors, the Inspector General's Office, and /or Youth Services shall have the right to inspect,

review, and/or audit all accounts, books, and records which relate to this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities. This option to audit shall remain in effect for -five(5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

If an audit is performed within the contract period for any reason, a copy of the audit report shall be sent to YS within thirty (30) days of the completion of the audit.

Upon the request of YS and at the Contractor's cost, the Contractor shall have ten (10) business days to provide YS with any such information that YS requests for the purpose of determining the validity of the per diem amount or unit cost, either retrospectively or prospectively. YS reserves the right to audit and review any and all of the Contractor's records related to this contract or the performance of the services contracted for herein.

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least four years after completion or termination of this contract.

21.1 NOTIFICATION OF STATE EMPLOYMENT

Should contractor or any of its employees become a classified or unclassified employee of the State of Louisiana during the effective period of this contract, Contractor or its employees must notify the appointing authority of the state agency that has employed him of any existing contract with the State of Louisiana. YS reserves the right to cancel the contract if a conflict of interest or a violation of state law occurs as a result of such employment.

The Contractor or YS shall be excused from performance under the contract for any period that the Contractor or YS is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or YS has prudently and promptly acted to take any and all corrective steps that are within the Contractor's or YS' control to ensure that the Contractor or YS can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority of any political subdivision. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law under consideration by the legislature or any local governing authority of any political subdivision.

21.2 SANCTIONS

YS may impose sanctions if the contractor fails to adhere to the provisions of the contract or Standard Operating Procedure for Contract Providers available on request and online at <https://oji.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf> either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions shall include:

1. Monetary sanctions (up to a 3% reduction of monthly payment)
2. 15 % reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

22 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

23.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

[NAME OF CONTRACTOR]

[AGENCY NAME]

[AUTHORIZED SIGNATURE]

[AUTHORIZED SIGNATURE]

[PRINTED NAME]

~~[NAME PRINTED]~~

[NAME PR

DATE

DATE

ATTACHMENT III

ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV:
SAMPLE BOARD RESOLUTION

MEETING OF THE BOARD OF DIRECTORS
OF
(ORGANIZATION'S NAME)

A meeting of the Board of Directions of (ORGANIZATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION) by his Signature, to enter into any and all contractual obligations on behalf of this ORGANIZATION.

Secretary/Chairman

ATTACHMENT V: DISCLOSURE OF OWNERSHIP OF ENTITY

The agency requires all proposing parties disclose any and all owners of the proposing party. Disclosure of the actual ownership of the entity is a critical to the agency's assessment of the proposal. The agency needs this information in order to evaluate the proposing party, in an effort to maintain quality control and to remain in compliance with the requirements of the Louisiana Code of Ethics.

There are differing steps depending on the nature of ownership of the proposing party.

For Proposers who are Individuals:

This attachment requires no response if the proposer is an individual.

For Proposers who are Louisiana Corporations (for-profit and not-for-profit)

When the proposing party is a Louisiana corporation, whether for-profit or not-for-profit, the corporation must submit a copy of the Disclosure of Ownership form that has been filed with the Louisiana Secretary of State. The Secretary of State will stamp the Disclosure of Ownership form "received and filed." The proposing party will then submit a copy of this document in its proposal as Attachment V. The approximate cost is \$20.00.

The document and filing instructions are available at:

<http://www.sos.la.gov/BusinessServices/PublishedDocuments/320DisclosureofOwnershipCorporation.pdf>.

NOTE: If the corporation is a not-for-profit corporation that is organized on a non-stock basis, the organization may elect to submit a Notarized Affidavit consistent with the procedures required of Louisiana Limited Liability Companies, included below.

For Proposers who are Louisiana Limited Liability Companies:

When the proposing party is a Louisiana limited liability company ("LLC"), the proposing party does not have to submit a Disclosure of Ownership Form through the formal procedure required for corporations. However, the agency still requires ownership information for the reasons stated above. Therefore, in order to comply, the proposing party shall submit, as Attachment V, a Notarized Affidavit from chief officer of the LLC outlining any and all owners of the LLC.

This information does not need to be in a particular form, it simply needs to outline the list of the owners of the LLC, be signed under oath by the lead officer and notarized. A copy of the Affidavit may be submitted.

ATTACHMENT VI**COST PROPOSAL**

The cost proposal shall be signed by the person authorized to bind the proposing organization in order to be considered.

Attachment VI and VII shall be used to provide per diem rate and the proposed budget. Failure to submit a completed and signed mandatory cost proposal shall result in disqualification of the proposal.

NUMBER OF SLOTS/UNITS	PER DIEM RATE

Region(s) where slots will be provided: _____

The Proposer can include different regions in the same cost proposal as long as the cost is uniform. If cost differs from region to region, a separate cost proposal must be submitted for each region.

NOTE: The Proposer must use the proposed budget, Attachment VII, Program Budget to calculate the per diem. For example; YS funding request column "Total Budget" divisible by "number of slots" should equal the "per diem rate" proposed.

I understand that if I am awarded a contract as a result of this proposal, I will be required to provide these services at the above quoted rate for the full term of the contract.

Proposer's Signature

Date

ATTACHMENT VII: PROGRAM BUDGET (Three (3) years to cover the term of the contract)

DESCRIPTION	TOTAL BUDGET (A)	ADMINISTRATIVE (B)	PROGRAM (C)	YS FUNDING REQUEST (D)	MATCH (E)
SALARIES & FRINGES:					
Personnel Salaries	\$ -				
Fringe Benefits	\$ -				
Total Salaries & Fringes	\$ -	\$ -	\$ -	\$ -	\$ -
PERSONNEL TRAVEL:					
Client Transportation	\$ -				
Field Travel	\$ -				
Administrative	\$ -				
Conferences/Training	\$ -				
Total Personnel Travel	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING SERVICES:					
Printing	\$ -				
Insurance	\$ -				
Maintenance – Auto	\$ -				
Maintenance – Other	\$ -				
Rental – Building	\$ -				
Rental - Other	\$ -				
Dues & Subscriptions	\$ -				
Postage	\$ -				
Telephone	\$ -				
Utilities	\$ -				
Other Operating Services	\$ -				
Total Operating Services	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING SUPPLIES:					
Office Supplies	\$ -				
Medical Supplies	\$ -				
Food	\$ -				
Automotive Supplies	\$ -				
Maintenance Supplies	\$ -				
Household Supplies	\$ -				
Youth/Offender Personal	\$ -				
Other Supplies	\$ -				
Total Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
PROFESSIONAL SERVICES:					
Counseling	\$ -				
Accounting & Auditing	\$ -				
Medical	\$ -				
Consulting	\$ -				
Legal	\$ -				
Other Professional Services	\$ -				
Total Professional	\$ -	\$ -	\$ -	\$ -	\$ -
ACQUISITIONS:					
Equipment	\$ -				
Other	\$ -				
Total Acquisitions	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER EXPENSE					
TOTAL BUDGET	\$ -	\$ -	\$ -	\$ -	\$ -

The Program Budget and Budget Narrative should include only those items related to this program. The budget provided must correspond to the period funded. The Proposer must use the proposed budget to calculate the per diem proposed on Attachment VI, Cost Proposal. The form above is an imbedded Excel worksheet. Double click on it to complete. Subtotals and totals are automatically calculated and protected.

COLUMNS

- A Budget: the entire amount allotted to this program regardless of source of funding. This field is automatically calculated.
- B Administrative: the expenses associated with the managerial functions of the program. This does not include any expense associated with direct service delivery to youth/families. Typically, these expenses do not fluctuate based on the number of youth/families served.
- C Programmatic: expenses associated with direct service delivery.
- D YS Funding Request: the total amount requested from YS for this program.
- E Match: Resources, whether in-kind or cash contributed by the applicant may be used as Match. This amount must equal 25% of the YS Funding Request. This amount may not include state or federal funding or funding used to match another state or federal grant. Columns B and C should equal A. Columns D and E should equal A.

BUDGET NARRATIVE

A FULL Explanation should be provided for each category in the Program Budget.

- On a separate sheet provide information for each category listed on the budget form.
- All expenses must be described in the budget narrative and quantified on the budget form. **A full explanation must be given of each category detailing the goods/services used to derive the estimated expenses on the budget form.** This explanation must include the item procured, recipient of the item, purpose of the item in further program objectives as well as indication if the item is a one-time expense. (Budget must be inclusive of all income and expenses that will be incurred during the program.)
- Any deviation from the approved budget must have YS written approval **prior to incurring the expense.** Deviation may require a contract amendment.
- Expenditures not in your approved budget or over your budgeted amount will be disallowed, if prior approval has not been obtained.
- Provide each source and amount of “Match” for this program in your narrative. For example: Entergy utility bill for office space paid by Parish Council at \$100.00 X 10 months = \$1,000 Match.
- All expenses must be pro-rated for this program. Expenses incurred outside the dates of the contract awarded are not reimbursable.
- All expenses must be reasonable and necessary and may not include expenses incurred outside the start and end dates of the contract or retroactive pay increases.

The following instructions are to be used to determine which expenses to allocate in each category on the budget form and to compose the budget narrative.

SALARIES

1. List the name(s), position(s), total salary, percentage of compensation allotted to YS funding and match, and full/part-time status of staff actually working on this program in the narrative. Funds may not be used to supplant positions that are already funded.
2. Time and attendance records must be current, maintained for a minimum of three (3) years and are subject to audit.

FRINGE BENEFITS

1. Provide only the employer's share for funded salaries.
2. Fringe benefits may not exceed 25% of the total salary.
3. Fringe benefits may only be paid for staff listed in the above salary section.
4. The rate or expense used for calculation must be shown for each type:
 - a. Social Security (FICA): 6.2%
 - b. Medicare: 1.45%
 - c. Health/Life Insurance
 - d. Workers' Compensation
 - e. Unemployment
 - f. Public/Private Retirement
 - g. Liability/Malpractice Insurance (if part of an employee benefit package)

TRAVEL/TRAINING

1. Travel should indicate the individuals, purpose and itemized listing of travel costs (i.e., destination, mileage rate, meals, registration, etc.).

Travel funded by YS must be in accordance with Division of Administration, Policy and Procedure Memorandum 49. The State Travel Regulations include allowable travel rates of reimbursements and may be accessed at <https://www.doa.la.gov/osp/Travel/travelpolicy/TravelGuide-2019-2020.pdf>. Only actual travel expenses are reimbursable. Expenses for each event must be documented on a separate FACS BA-12 Travel Expense Account forms <https://www.doa.la.gov/Pages/osp/Travel/forms.aspx>.

OPERATING SERVICES

1. Maintenance and/or rental agreements should individually list the items and period covered.
2. The expense associated with services needed to operate the program. This may include, but is not limited to the following:
 - a. Telephone/Cellular/Internet service.
 - b. Advertising
 - c. Rent
 - d. Insurance

- e. Subscriptions
- f. Maintenance/Service Agreement
- g. Postage
- h. Utilities
- i. Laboratory
- j. Repairs
- k. Printing*

*All printed material must bear a prominent statement: "This public document was printed at a total expense of \$_____. (Number copies were published in this (Number) printing at an expense of \$_____. The total expense of all printing of this document, including reprints, is \$_____. This document was produced by (Printer's Name) for the Office of Youth Development, 7919 Independence Blvd., Baton Rouge, LA 70806. It was printed in accordance with standards for printing by state agencies established pursuant to R.S. 43:31."

OPERATING SUPPLIES

1. Supply items are consumable and have a life expectancy less than one (1) year. This may include but is not limited to the following items:
 - a. Office materials
 - b. Food/Refreshments
 - c. Medical/Dental/Pharmaceutical items
 - d. Clothing
 - e. Education/Recreational materials
 - f. Maintenance items
 - g. Automotivematerials

PROFESSIONAL SERVICES

1. Professional Services may include legal, consulting, counseling services procured from contractors, or accounting.
2. All professional services should list the service provider name and title, description of the services provided, rate of payment and the annual dollar amount of each contract/agreement.

ACQUISITIONS

A listing of the acquisitions/equipment should include a description of each item, purpose within the program and its acquisition cost.

OTHER

Other expenses should list the type, purpose, method of computation, quantity, etc.

Additional information regarding budget categories may be found at:

<http://www.doa.louisiana.gov/OSRAP/library/Publications/revisedandrereleasedppm/CHAP13.pdf>

ATTACHMENT VIII

Proposal Checklist

Requested document checklist: Please include with proposal a copy of the below checklist. Each attachment should be checked off on the checklist and included with proposal, if applicable.

- ☐ **MANDATORY** - Fully completed proposal with original signature of an authorized representative
- ☐ **MANDATORY** - Audited Financial Statement
- ☐ **MANDATORY** - Completed and signed Attachment I. Certification Statement.
- ☐ Describe staffing patterns, including administrative and programmatic, and give rationale.
- ☐ Provide information regarding the qualifications and experience of any staff, including copies of job descriptions and resumes/vitae of key personnel.
- ☐ **MANDATORY** – Budget Format
- ☐ **MANDATORY** - Completed and signed Attachment VI. Cost Proposal
- ☐ Resumes or Position Description for Program Director and key personnel
- ☐ Job Descriptions
- ☐ List of References
- ☐ List the names and contact information of Board of Directors.
- ☐ Letter of Tax Exempt Status, if applicable
- ☐ Organizational Chart
- ☐ Board Resolution, if proposer is a corporation
- ☐ Disclosure of Ownership (as applicable)
- ☐ Certificate of Authority to do Business in Louisiana, if applicable

All proposers are encouraged to use this checklist to ensure that all requested documentation is included with the proposal.